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9CA Classified Employees' Agreement

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1. ADMINISTRATIVE AUTHORITY AND RESPONSIBILITY

1.1 BOARD OF EDUCATION AND ADMINISTRATIVE STAFF

The administration and supervision of the activities in the school system are delegated by the Board of Education to its administrative officers. It is the responsibility of these officers to carry out the policies adopted by the Board and to manage the actual work being done in the school system.

1.2 SCHOOL PRINCIPAL

1.2.1 All custodians and other building workers are under the principal's direction. No one should initiate any activity in a school building without making arrangements with the principal.

1.2.2 It is the principal's constant responsibility to relate, interpret, and maintain the responsibilities of the administration and the Board of Education before all employees within his/her school.

2. NEGOTIATIONS

Salary and benefit items will be negotiated every year.

2.1 The Board of Education recognizes the Davis Classified Employees Association as the exclusive representative of the classified employees except as herein provided. Any individual employee shall have the right to present grievances, with or without representation by the Association, in accordance with the Grievance Procedure provided. Nothing in this Agreement shall be so construed as to deprive any individual of his/her rights under the Utah Right to Work Law nor his/her rights as set forth in Title VII of the Civil Rights Act or under Title 34, Utah Code Annotated or amendments thereto. The Board shall continue to recognize the Association as the exclusive representative for the term of this Agreement or any renewal thereof as long as there is verification of representation.

2.2 Excepted personnel shall include: Substitutes; Temporary Seasonal Employees; Supervisors; Directors; Assistant Superintendents; Business Administrator; Superintendent.

2.3 Policy issues will be negotiated every even numbered year and limited to 10 such items per party on odd numbered years unless State and Federal statutes or State School Board Policies require such negotiation.

2.4 This will not preclude discussion of proposed changes at any time through the liaison process.

3. EQUAL EMPLOYMENT OPPORTUNITY

EQUAL EMPLOYMENT OPPORTUNITY | TITLE VII AND IX POLICY NOTIFICATION | SEXUAL HARASSMENT |

3.1 EQUAL EMPLOYMENT OPPORTUNITY

3.1.1 The Board has adopted a procedure wherein the following program will be followed to help ensure equal employment opportunity for all employees and job applicants.

(1) Notice will be given periodically to all employees concerning the attempt of the District to achieve gender and ethnic balance in various levels of employment. It will suggest that any persons who are interested in the different positions and advancement complete the necessary training to qualify themselves for these positions

(2) Employment opportunities, except those of an emergency nature, will be announced to members of the District staff, the institutions that are ordinarily involved in supplying personnel to the Davis School District, or the Employment Service. The announcement will contain notice that selection will be made without reference to sex, race, color, age, religion, disability or national origin.

(3) Job descriptions and selection criteria, without ethnic or gender bias, will be developed.

(4) In line with the constancy of the Board's policy of not discriminating against any applicant or employee because of race, creed, color, sex, national origin, age, religion, or disability, applicants shall be selected considering bona fide occupational qualifications.

3.1.2 The Davis Board of Education and the Davis Classified Employees Association recognize their joint responsibility to comply with all relevant provisions of the Americans with Disabilities Act (ADA) in providing reasonable accommodations to qualified individuals with disabilities.

3.2 TITLE VII AND IX POLICY NOTIFICATION

It is the policy of the Davis School District not to discriminate on the basis of sex in its educational programs, activities, or employment policies as required by Title VII of the Civil Rights Act of 1964 as amended and Title IX of the 1972 Education Amendments. Inquiries regarding compliance with Title IX may be directed to the District Office at 45 E. State, Farmington, Utah 84025, 451-1251, Extension 113, or Director, Region VII, Office for Civil Rights, Department of Health, Education and Welfare, Denver, Colorado, 80202.

3.3 SEXUAL HARASSMENT

3.3.1 Employees are entitled to a work environment free from sexual harassment. In addition, applicants for employment with the District shall not be subjected to sexual harassment.

3.3.2 Definition: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct

of a sexual nature constitute sexual harassment when:

- (1) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or
- (2) Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- (4) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting him/her.

3.3.3 All employees and supervisors shall refrain from making statements, gestures, physical contacts, or actions that constitute sexual harassment. Administrators and supervisors shall be responsible for communicating this policy to employees and for acting promptly to address sexual harassment complaints.

3.3.4 Employees who believe they have been sexually harassed should follow the established grievance procedure outlined in their respective policy manual or professional agreement. If the alleged sexual harassment involves a principal, department head, or other administrator, the employee may report the conduct directly to the District Human Resources Director. No employee filing a sexual harassment complaint shall be subject to retaliation.

3.3.5 Any employee who commits sexual harassment shall be subject to disciplinary action, which may include dismissal from employment.

4.INSURANCE

4.1. GROUP INSURANCE

Coverage | Eligibility | Enrollment | Effective Date | Change of Status | COBRA | Premium | Workers' Compensation For Injuries | Employee Safety |

4.1.1 Coverage

Summary plan descriptions and additional information are available from the Insurance Division of the Human Resources Department or insurance companies. The District offers the following insurance coverage options to eligible employees:

- (1) Medical
- (2) Dental
- (3) Life
- (4) Long Term Disability

4.1.2 Eligibility

(1) Employees eligible to participate in the District group insurance plans include:

- (a) Employees with an employment start date July 1, 2004, or later, working in a position that is:
 - (i) approved for six (6) or more hours per day and approved for at least 170 days each calendar year; or
 - (ii) approved for six (6) or more hours per day and approved for a total of at least 1,020 hours each calendar year.
- (b) Employees with an employment start date and insurance eligibility date June 30, 2004, or earlier, working in a position that is:
 - (i) approved for four (4) or more hours per day and approved for at least 170 days each calendar year; or
 - (ii) approved for four (4) or more hours per day and approved for a total of at least 712 hours each calendar year.
- (c) Employees with an employment start date June 30, 2004, or earlier, but not eligible for insurance July 1, 2004, working in a position that is:
 - (i) approved for six (6) or more hours per day and approved for at least 170 days each calendar year; or
 - (ii) approved for six (6) or more hours per day and approved for a total of at least 1,020 hours each calendar year.

year.

(2) Eligible dependents include:

- (a) Employee's spouse, if not legally separated from employee.
- (b) Employee's single dependent children under age 26. A dependent child shall only be covered under one employee.
- (i) Employees whose children are mentally disabled or have physical disabilities when insurance would end due to age, may contact the Insurance Department to complete forms to request continuation of insurance.
- (ii) This must be done within thirty-one (31) days of the date the child's insurance ends.

(3) Part-time employees who decline coverage when first eligible, but later experience a change in assignment or approved work hours to seven and one-half (7.5) or more per day, may apply to enroll within thirty (30) days of the change.

(4) Bus Driver's and Bus Assistant's authorized hours effecting insurance eligibility and premium proration shall be established on November 1, for the following twelve (12) month period. Daily authorized hours shall be calculated by averaging total scheduled regular run hours in the 20 work days preceding November 1. The daily authorized hours shall be rounded up or down to the nearest half hour. An adjustment shall be made in the authorized hours prior to November 1, of the following year if the assignment is adjusted by five (5) hours or more per week.

(5) If an employee and his/her spouse work for the District, both employees shall be eligible for medical coverage. This coverage shall be provided under the name of one spouse only rather than as coordinated medical coverage for both. Dependent children are eligible to be covered under only one District-employed parent.

(6) During a leave of absence insurance coverage eligibility is lost at the end of the month in which an employee:

- (a) not eligible for family leave (defined in Section 5.5) exhausts approved paid leave (or has no available paid leave);
- (b) eligible for family leave exhausts approved paid leave and is beyond the family leave period.

Note: Catastrophic sick leave and/or advanced paid leave approval provides paid leave only and does not provide for continuation of insurance eligibility.

(7) To reinstate group insurance coverage lost during a leave of absence, an employee must provide the District insurance office with a written request within thirty (30) days of his/her return to active employment.

4.1.3 Enrollment

Insurance eligible employees must attend a benefit information meeting with the Insurance Division of the Human Resources Department within thirty (30) days of their insurance eligibility date.

(1) Employees who become eligible through a change in assignment or approved work hours must contact the Insurance Division within thirty (30) days of the status change attend a benefit information meeting within thirty (30) days.

(2) Employees who do not apply for benefit coverage within thirty (30) days of their insurance eligibility date shall be subject to insurance benefit restrictions as outlined in the insurance contract.

4.1.4 Effective Date

(1) Insurance coverage for newly hired employees shall be effective the first day of the month following ninety (90) calendar days after the employment start date of the employee.

(2) Insurance coverage for employees re-hired by the District into an insurance eligible position within twelve (12) months of separation from District employment shall be effective:

- (a) the first day of the month if eligibility occurs on the first day of the month.
- (b) the first day of the following month if eligibility occurs on the second day of the month or later.

(3) Insurance coverage for current employees shall be effective:

- (a) the first day of the month if eligibility occurs on the first day of the month.
- (b) the first day of the following month if eligibility occurs on the second day of the month or later.
- (c) the first day of the month following a ninety (90) calendar day waiting period if the employee loses insurance eligibility during a leave of absence or break in service and eligibility is not regained within twelve (12) months.

(4) Employees must complete enrollment forms for insurance coverage in a timely manner. The effective date indicated above do not apply to plans requiring specific underwriting.

(5) Employees may opt to change their insurance coverage or plans during the open enrollment period.

(6) If an employee terminates or when coverage eligibility is lost, insurance coverage shall terminate the last day of the month in which eligibility was lost. Coverage may be continued under COBRA provisions.

4.1.5 Change of Status

(1) Employees shall submit written notice of change of status to the District Insurance Division within thirty (30) days of the effective date of the change.

(2) Change of status includes marriage, divorce, death of spouse, and addition or deletion of children subject to insurance coverage.

4.1.6 COBRA

The District shall comply with COBRA legislation requiring the District to offer eligible employees and their families the opportunity to apply for a temporary extension of health insurance coverage when coverage under the District's plan would otherwise terminate.

(1) Eligible employees or family members have the responsibility to inform in writing the Insurance Division or the Human Resources Department within sixty (60) days of the following qualifying events for extension of coverage:

- (a) divorce;
- (b) legal separation;
- (c) death of a spouse or dependent;
- (d) a child losing dependent status under the provisions of the District group insurance plans.

(2) Eligible employees or insured dependents may elect to continue health insurance under COBRA when coverage under the District's plan would otherwise terminate due to employment termination, reduction in hours, or unpaid leave of absence

(3) Additional information regarding COBRA may be obtained from the Insurance Division.

(4) Continuation of coverage other than health insurance (i.e.: life, disability, dental) is available only as provided in specific insurance contracts.

4.1.7 Premium

The District shall participate in the cost of insurance premiums for employees in positions approved for seven (7) or more hours per day according to the percentage contributions indicated below. Employees are financially responsible for their portion of insurance premiums. This amount shall be payroll deducted where possible. Part-time employees who are paid in ten (10) checks a year rather than twelve (12) shall have the annual premium deducted over nine (9) payroll checks. If coverage eligibility is lost, any prepaid premium amount shall be refunded. Insurance premium schedules may be reviewed on the District web site or by contacting location insurance representatives.

(1) A prorated premium contribution shall be paid for eligible, enrolled employees in six and one half (6.5) or fewer hour-per-day positions. The proration shall be calculated based on the percentage of a seven and one half (7.5) hour day the employee is authorized to work.

(2) Medical Insurance Premium:

(a) Ninety-five percent (95%) of the employee premium and ninety percent (90%) of the dependent premium for the plan selected. Effective January 1, 2006, ninety-three percent (93%) of the employee premium and eighty-eight percent (88%) of the dependent premium for the plan selected.

(b) If an employee and his/her spouse work in insurance eligible positions for the District, the District shall pay one-hundred percent (100%) of the cost of the option selected for one of the employed spouses working in a position approved for seven (7) or more hours per day. This higher contribution level is in consideration of the fact that both individuals are insurance-eligible District employees. (In situations where one of the eligible, enrolled spouses is employed in a six and one-half (6.5) or fewer hour-per-day position, the District shall pay an appropriate prorated premium contribution reflecting the higher contribution level.)

(3) Dental Insurance Premium:

(a) Ninety-five percent (95%) of the employee premium and 50% of the dependent premium for Regence BCBS Traditional Plan and one hundred percent (100%) of the employee, employee plus one, or family coverage for the ValueCare Plan. Effective January 1, 2006, the District premium contribution toward ValueCare coverage will change to match the dollar amounts contributed by the District toward Regence BCBS Traditional Plan coverage.

(b) If an employee and his/her spouse work for the District, the District shall pay one hundred (100%) of the premium for one of the employed spouses working in a position approved for seven (7) or more hours per day. This higher contribution level is in consideration of the fact that both individuals are insurance-eligible District employees. (In situations where one of the eligible, enrolled spouses is employed in a six and one half (6.5) or fewer hour-per-day position, the District shall pay an appropriate prorated premium contribution reflecting the higher contribution level.)

(4) Life Insurance Premium:

The entire cost of the policy for the face benefit amount of an eligible employee's annual base salary, or fifteen thousand dollars (\$15,000), whichever is greater.

(5) Long Term Disability Premium:

Fifty percent (50%) of the premium.

4.2 WORKER'S COMPENSATION FOR INJURIES

4.2.1 (1) The Davis School District carries Worker's Compensation Insurance. The policy allows compensation and financial aid for medical care.

(2) An employee who suffers any industrial accident or injury (even minor ones) shall file, within 24 hours, a written report of the incident and the circumstances thereof with his/her principal or department head, who shall be responsible to immediately forward the report to the Business Administrator.

(3) Employees anticipating or experiencing an absence exceeding ten (10) consecutive work days shall request a leave of absence in writing from the District (sent to the attention of the Human Resources Department) including approximate leave dates. In emergency situations when extended absences cannot be anticipated or planned, employees shall provide written notice to the Human Resources Department as soon as they are physically able to do so. Upon request, employees who are absent more than ten (10) consecutive work days shall also provide the District Human Resources Department with a written statement from their physician(s) certifying illness or disability and projected recovery date.

4.2.2 The District may establish temporary light duty assignments for employees released for light duty. It is the employee's obligation to return to work if a light duty assignment is established.

4.2.3 When employees are injured on the job, compensation for the injury shall begin on the fourth (4) day of absence. Compensation shall be retroactive to the first day of absence in cases where the absence exceeds fourteen (14) working days or as required by the Labor Commission of Utah.

The school district shall supplement compensation to the amount of total contracted salary, extending through the employees' accumulated sick leave.

(1) Worker's Compensation shall pay for absence due to injury beginning on the fourth (4) day and continue during the absence as approved by the medical advisor. Employees shall use their sick leave charged on a day for day basis to cover the first three (3) days of absence which are not covered under industrial compensation.

(2) Accumulated sick leave shall be charged at one-third day for each day of absence. In situations where employees do not have any accrued sick leave, the District shall not supplement workers' compensation.

4.2.4 The District shall continue to meet the District's share of employee benefits (life insurance, disability insurance, health insurance and retirement) during the District approved leave of absence. Employees shall continue to meet their share of the benefit payments in order to keep their benefits in force.

4.2.5 Sick leave and vacation time accumulate during period of absence when full compensation benefits are being received.

4.2.6 It is the sole responsibility of employees on Workers' Compensation to arrange with the District's payroll department for payment of the employee's portion of any fringe benefits. Failure to make payment within a thirty (30) day grace period will result in lapse of benefits.

4.2.7 Employees on an approved District leave of absence shall be entitled to be reassigned upon release by the doctor to the same position which was held at the time of injury. In the event that their former position no longer exists, the employee is to be reassigned to a substantially equivalent position.

4.3 EMPLOYEE SAFETY

4.3.1 The District will take affirmative steps to provide a safe and secure working environment for all employees. In compliance with School Board policy regarding safety, safe schools, and emergency preparedness, each school and support facility will develop individual plans that include procedures for inappropriate disruptions by students and/or adults.

4.3.2 Employees who are parties to an alleged assault or battery committed against them in connection with their employment shall file, within forty-eight (48) hours, a written report of the incident and circumstances thereof with their principal or supervisor, who shall be responsible to immediately forward the report to the Board of Education through the Superintendent of Schools.

4.3.3 The Board of Education shall consider requests for reimbursement of expenses incurred for medical or other service necessary as a result of assault upon the employees or for damage to personal property arising out of and in the course of their employment, which expenses are not paid by their insurance, worker's compensation, or the insurance provided by the Board of Education or other organized benefit program.

4.3.4 The employee may receive full salary if approved by the Board of Education for absence from employment as a result of injury sustained during an assault on them or for a court appearance in connection with such an assault. The period of payment of such salary will not exceed as a maximum the time until the employee could have qualified for disability payments under Social Security or the long term disability insurance sponsored by the District. If payment of such absence is approved by the Board of Education, the time shall not be charged against the employee's sick leave or personal leave days.

4.3.5 If civil or criminal proceedings are brought against an employee alleging that they committed assault or battery in connection with their employment, the employee, after filing the reports described hereafter, may request the cooperation of the Board of Education. Upon receiving such request, the Board of Education may request its attorney or insuring company to cooperate insofar as the interests of the District and the employee are not conflicting.

4.3.6 The employee shall be responsible to report and furnish copies of any summons, complaints, process, information, indictment, notice, or demand served them in connection with such alleged assault or battery immediately after they have been served therewith. The Board of Education will comply with any reasonable request by the employees, their attorneys, or insuring company for any additional information in the Board of Education's possession which is relevant to the allegations and which is not privileged by law or policy of the School District.

4.3.7 Payments of costs for preparing and offering defense shall be referred to the insuring companies, which shall mutually decide their proportional liability in each case. Neither the School District nor the District's insuring company shall have any liability in the payment of fines arising out of criminal proceedings.

5. LEAVES OF ABSENCE

[Sick Leave Policy](#) | [Catastrophic Sick Leave Bank](#) | [Adoption Policy](#) | [Emergency Leave](#) | [Family Leave](#) | [Vacation Allowance](#) | [Personal Leave](#) | [Service in Legislature](#) | [Civic Duty](#) | [Military Leave](#) |

5.1 GENERAL PROVISIONS

5.1.1 Employees anticipating or experiencing an absence exceeding ten (10) consecutive work days shall request a leave of absence in writing (sent to the Human Resources Department) including purpose for the request and approximate leave dates.

5.1.2 All applicable paid leave available to an employee shall be used prior to unpaid leave usage (with the exception of sick leave used for adoption purposes). Employees on unpaid leave shall not receive holiday pay. Employees on unpaid leave shall not receive holiday pay or continue to accre paid leave.

5.1.3 Insurance coverage eligibility is lost at the end of the month in which an employee:

(1) not eligible for family leave (defined in Section 5.5) exhausts approved paid leave (or has no available paid leave);

(2) eligible for family leave exhausts approved paid leave and is beyond the family leave period. An employee may continue health insurance coverage by electing COBRA (refer to the insurance section). Other insurance coverage may be continued only as provided in the specific insurance contracts.

Note: catastrophic sick leave and/or advanced paid leave approval provides paid leave only and does not provide for continuation of insurance eligibility.

5.2 SICK LEAVE

5.2.1 The Sick Leave Policy provides full pay in cases of illness and personal bereavement.

(1) For eligible employees, working in a position authorized for six (6) or more hours per day, the following days per year shall be accrued:

Employees	First three (3) years of employment	Succeeding years, beginning July 1st of fourth year
9 month	7 days	10 days
10 month	8 days	11 days
11 month	9 days	12 days
12 month	10 days	13 days

(2) Bus drivers hired in position authorized for four and a half (4.5) or more hours per day prior to July 1, 1995, shall be eligible for sick leave. Bus drivers and bus assistants authorized hours effecting sick leave eligibility shall be established on November 1 for the following twelve (12) month period. Daily authorized hours shall be calculated by averaging total scheduled regular run hours in the twenty (20) work days preceeding November 1. The daily authorized hours shall be rounded up or down to the nearest half hour. An adjustment shall be made in the authorized hours prior to November 1 of the following year if the assignment is adjusted by five (5) hours or more per week.

(3) Accumulation of days will be unlimited. For all classified employees, the totals shall be interpreted to be effective on July 1st.

(4) Only extended contract with continuous service within any given month which can be evaluated to equal one-half month or more of a regular school year service shall apply. Evaluation shall be at the discretion of the Superintendent of Schools.

(5) Employees that lose eligibility to accrue additional sick leave shall be allowed to utilize sick leave from the accrued balance.

5.2.2 The sick leave policy is designed to assist personnel who have to remain away from work because of illness. The Board of Education, however, reserves the right to require verification of illness or disability from an employee's physician and if desired by a physician appointed by the Board.

5.2.3 The policy is designed by the Board of Education to be used judiciously for illness of self and in the event of death or serious illness of an immediate member of the family, according to the following provisions:

(1) The phrase, "an immediate member of the family" includes husband, wife, son, daughter, father, mother, brother, sister, grandmother, grandfather, and grandchild. (Exceptions that may be considered by the principal or supervisor: sister-in-law, brother-in-law, uncle, aunt, nephew, niece, first cousin, and those who have virtually held the position of an immediate member of the family.)

(2) For any absence beyond one day in case of serious illness within the immediate family, approval should be secured from the superintendent's office.

(3) With the approval of the principal or supervisor, any employee under contract with the Board of Education shall be entitled to a leave of absence for up to five (5) days from service in the event of death in the immediate family. Principals and supervisors shall have discretion in approving leave requests based on the particular needs and circumstances surrounding the death. Additional time may be allowed only by special permission from the superintendent. This bereavement leave shall be charged to sick leave. An employee with no available sick leave or ineligible for sick leave shall be allowed to use leave without pay.

(4) Any absence not in the above-mentioned category may be charged to any vacation or personal leave balance. If there is no balance in those categories, it will be deducted at the prorated rate of yearly salary for each day.

(5) Personnel will receive monthly a leave and earnings statement including total sick leave accumulated and days used during the period. The statement may be verified by inspection of the individual school payroll report and/or the records of the District Accounting Office.

5.2.4 Employees who exhaust their accumulated sick leave may request from their principal or department head an advance of sick leave credit, but not to exceed five (5) days. If such credit is granted, the requesting employee must pay back the number of days during the following two (2) years by deducting days from unused accumulated sick leave. For employees who use sick leave credit and who cease employment, sick leave credit must be returned in cash and may be withheld from the employee's final pay check.

5.2.5 Classified employees who incur an extended illness which makes it impossible for them to fulfill their work duties may, upon request, be granted by the Board of Education a leave of absence for up to one (1) year.

5.2.6 Classified Employees Catastrophic Sick Leave Bank

(1) General Provisions. The District shall establish and manage a catastrophic sick leave bank from which eligible classified employees may draw leave under the conditions and restrictions outlined. Classified employees who wish to participate in the catastrophic sick leave bank program shall be required to contribute one (1) day of their available sick leave to the bank. The contribution must be made during the insurance open enrollment period, as designated by the District, by completing and submitting the appropriate form to the Human Resources Department. If the bank has a substantial balance of days remaining at the end of the academic year, the Association and the District may agree to suspend the contribution requirement for one year. Any employee who did not previously participate in the bank but who desires to participate during the non-contribution year shall be required to donate one (1) day to initiate eligibility by submitting the appropriate form to the Human Resources Department during the insurance open enrollment period, as designated by the District.

(2) Eligibility. Employees who have contributed to the bank and who have depleted their sick leave, personal leave and vacation leave balances shall be eligible to receive consideration for sick leave from the bank.

(3) Requests for use of the bank. All requests for sick leave from the bank must be in writing and must be addressed to the Human Resource Director. Requests may be submitted and approved anytime after the required sick leave has been contributed. The requests must include the reasons for the request, written verification from the attending physician indicating the nature and severity of the illness or health problem along with the projected recovery date, and the number of sick leave days requested. The District reserves the right to approve requests, deny requests, or to approve only a portion of the leave days requested.

(4) Criteria for Consideration. Only severe, extended illnesses and catastrophic medical problems shall be considered for leave withdrawals from the bank. Illnesses or medical problems of a short-term nature shall not be considered. Life-threatening illnesses or severe accidents requiring extended recovery periods shall be given first priority.

(5) Maximum Use. Withdrawals from the bank shall not exceed 100 leave days per employee for own illness or twenty (20) leave days for immediate family member illness during any consecutive twelve (12) month period. In addition, bank withdrawals shall not exceed these maximums cumulatively for the same illness, medical condition or recovery. For requests under the policy, "immediate family member" shall include husband, wife, son, daughter, father, mother, brother, sister. (Exceptions may be considered by the Superintendent for other relatives or for those who have virtually held the position of an immediate member of the family.)

(6) Restrictions and Exclusions. The catastrophic sick leave bank cannot be overdrawn. If insufficient days are available in the bank to cover withdrawal requests, the requests shall be denied regardless of severity or need. Employees who receive leave days from the bank based on falsified, untrue, or misleading requests and/or physician verifications shall be required to reimburse the District for leave days granted and used.

5.2.7 Personnel who use their sick leave completely for other than illness and bereavement over a period of two (2) consecutive years shall have their annual sick leave reduced to four (4) days per year until they have accumulated a sum equal to the total number of days used during the two-year period.

5.2.8 Upon death of an employee, the employee's estate shall receive a sum equal to twenty percent (20%) of the value of the total number of days of accumulated sick leave and based upon his/her position on the salary schedule.

5.2.9 Upon retirement, eligible employees may elect to convert accumulated sick leave as specified in the Retirement Incentives provision.

5.3 ADOPTION POLICY

Employees who are adopting a child are entitled to use up to twenty (20) days of their accumulated sick leave. Employees who have accrued more than twenty (20) days of sick leave may also request in writing to the Superintendent permission to use up to one-half of their accrued sick leave beyond twenty (20) days during their family leave. Any family leave granted for adoption purposes, whether paid or unpaid, shall not exceed the twelve (12) calendar week limit provided in Section 5.5 governing Family Leave.

5.4 EMERGENCY LEAVE FOR CLASSIFIED EMPLOYEES

5.4.1 A maximum of two (2) days of emergency leave per contract year may be granted for serious matters wherein the scheduling of such matters is beyond the control of the employee. It is the responsibility of all personnel to use this leave only for the purpose intended. Any proven misuse thereof would be considered unethical and in violation of the employee's working agreement.

5.4.2 Emergency leave is chargeable to sick leave. Leave may be granted only according to the following categories:

- (1) For scheduled legal or business matters such as court hearings, etc.
- (2) Weddings of immediate family requiring out-of-state travel.
- (3) Serious personal, family, or household emergencies.

5.4.3 When possible, notice shall be made at least twenty-four (24) hours before taking such leave, and it must be approved by the Superintendent of Schools or his/her designee in advance.

5.5 FAMILY LEAVE

5.5.1 In the event of a serious illness of an eligible employee or an eligible employee's spouse, parent, child

(as defined by the Family & Medical Leave Act), or legal guardian; an employee may request in writing to the Superintendent a leave of absence of up to twelve (12) calendar weeks. An eligible employee may also request a leave of absence of up to twelve (12) calendar weeks following the birth or adoption of the employee's child

5.5.2 Career employees who have worked continuously for the District for at least twelve (12) months are eligible for family leave.

5.5.3 Eligible employees may not be granted family leave in excess of twelve (12) calendar weeks during any twelve (12) month period.

5.5.4 Written requests for family leave due to serious illness or health condition must be accompanied by a doctor's certification indicating the anticipated duration and the nature of the illness or health condition. The illness or condition must require inpatient care in a hospital or residential facility or continuing treatment by a health care provider. At its expense, the District may require the employee to obtain a second opinion by a doctor designated by the District.

5.5.5 In the event of a birth or adoption, the District may require the employee to use his/her accumulated personal leave prior to granting unpaid leave. For an employee's own illness or illness of a spouse, parent, child, or legal guardian; the District may require the employee to use his/her accumulated personal leave and sick leave before granting unpaid leave. The total family leave period, whether paid or unpaid, shall not exceed twelve (12) calendar weeks.

5.5.6 When a husband and wife both are employed by the District, both individuals together shall be limited to a total of twelve (12) calendar weeks of leave in the event of birth or adoption of a child or the illness of a parent.

5.5.7 Employees anticipating a family leave request shall give the District as much advance written notice as possible.

5.5.8 During the family leave period and/or a paid sick leave, the District shall continue to pay its portion of the employee's group health insurance premium. An employee on family leave must continue to pay his/her portion of the insurance premium in order to keep coverage in effect. If the employee fails to return to work with the District for at least thirty (30) calendar days following the family leave period, for reasons other than the continuation or onset of a serious health condition or other circumstances beyond his/her control, the District shall be entitled to reimbursement for its portion of the insurance premium costs.

5.5.9 Upon returning from family leave, an employee shall be assigned to his/her previous position or to an equivalent position with equivalent pay and benefits.

5.6 VACATION ALLOWANCE

Employees working in a full-time, twelve (12) month position are entitled to a vacation. Vacation is accrued on a monthly basis. Employees may use any portion of the vacation days they will accrue for the contract year during the contract year with supervisory approval of scheduling.

5.6.1 New employees: After six (6) months service, an employee shall be entitled to the regular vacation allowance to be accrued from date of hire. Any employee who terminates prior to completion of six months service shall have no vacation entitlement.

5.6.2 Vacation Accumulation: An employee may carry forward a maximum of twenty (20) days vacation at the beginning of each benefit year (July 1 - June 30). He/she will need to use any days over the annual maximum of twenty (20) days by the last day of the monthly payroll absence reporting period in October.

Years of Continuous and Current Contract Employment

Total Vacation Days

(In effect July 1st of that year)

Beginning 1 - 5 years	10 days
Beginning 6 -10 years	12 days
Beginning 11th year	13 days
Beginning 12th year	14 days
Beginning 13th year	15 days

Beginning 14th year

16 days

Beginning 15th year

20 days

5.6.3 Vacation time is to be used each year. Vacation time is important for the health and relaxation of each individual. It is desired that every employee utilize all of their vacation each year.

5.6.4 Vacation scheduling:

Vacations should be scheduled, as far as possible, at times when they will least interfere with the primary work of the school or department.

(1) Custodians are encouraged to schedule vacation time during the summer recess, except for the ten (10) days preceding the opening day of school.

(2) Maintenance personnel are encouraged to schedule vacation time before and/or after the summer recess.

(3) It has long been the practice of the District to recognize and, when possible, honor requests for vacation days during any month of the year when recommended by the principal and approved by the Superintendent or Assistant Superintendent.

5.6.5 Illness:

An employee who is ill and requires time beyond his/her accumulated sick leave may use any unused vacation

5.6.6 Retirement:

An employee who plans to retire on June 30 in accordance with the policy on retirement, will be given credit for vacation time which has been posted to his/her account. In the event of retirement at any other time of the year, the unused vacation time earned to date will be credited. The value of the credited vacation shall be contributed to a qualified 401 (a) and/or 403 (b) plan for the employee.

5.6.7 Termination:

(1) Employees who terminate shall be entitled to be paid for any unused vacation time earned according to policy.

(2) If employees desire to be paid for the unused vacation **upon termination** they will not be paid for any holidays occurring after their last day of work on the job.

5.6.8 Any contract employee who has earned vacation while working as a twelve (12) month employee and is then changed to another status, will be entitled to the full use of the vacation time earned or payment subject to the limitations stated above.

5.7 PERSONAL LEAVE FOR LESS-THAN-TWELVE-MONTH EMPLOYEES

5.7.1 Two days of accumulative personal leave shall be provided to employees working less than twelve (12) months, but twenty (20) or more hours per week. Two days of accumulative personal leave shall also be provided to employees working in a position approved for twelve (12) months between twenty (20) and twenty-nine (29) hours per week. A day is defined as hours per day authorized for the position.

(1) Bus drivers hired in a position authorized for four and a half (4.5) or more hours per day prior to July 1, 1995, shall be eligible for personal leave. Bus drivers and bus assistants authorized hours effecting personal leave shall be established on November 1 for the following twelve (12) month period. Daily authorized hours shall be calculated by averaging total scheduled regular run hours in the twenty (20) work days proceeding November 1. The daily authorized hours shall be rounded up or down to the nearest half hour. An adjustment shall be made in the authorized hours prior to November 1, of the following year if the assignment is adjusted by five (5) hours or more per week.

(2) Eligible employees with fifteen (15) or more years of service in the District shall be granted one (1) additional day.

(3) Eligible employees who do not receive vacation leave and paid holidays, but who work two-hundred (200) or more days per school year shall receive two (2) additional days of personal leave per school year.

5.7.2 Personal leave may be used according to the following guidelines:

(1) Classified employees planning to use a personal leave day or days shall notify their principal/supervisor of their request to use personal leave as soon as possible.

(2) The employee may be asked to explain the reason for any personal leave request for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions and limitation may be imposed on personal leave on such days.

(a) In addition, to insure the normal operation of a school/department, limitations must be placed on the number of employees who can take personal leave on any given day. This will be determined by the principal/supervisor of each school/department.

(b) Employees may not use personal leave on the first or last day of school.

(c) Employees taking personal leave should arrange for a substitute when a substitute is needed.

(3) Those classified employees not using a personal leave day or days during the contract year may accumulate and carry forward a maximum of ten (10) days to be used the following year.

(a) A maximum of ten (10) days may be used in a contract year.

(b) Employees who have used all of their personal leave days may request through their principal or department director, an advance of up to five (5) additional days of leave. Employees granted an advance under this provision have the option to repay the advance using accumulated sick leave at the rate of one and one-half (1.5) days of sick leave for every one (1) day of personal leave advanced. Employees exercising this option shall notify the payroll department in writing at the time the advance is granted.

(c) Unused personal leave days accumulated will be compensated at the rate of a substitute equivalent to the employee's particular position when employment is terminated.

(d) Unused personal leave shall be likewise compensated for those employees who do not complete a full contract year. Personal leave days shall be prorated.

5.8 SERVICE IN LEGISLATURE

The Board of Education grants release of personnel without remuneration to participate in the State Legislature if they have been elected to serve either in the Senate or the House of Representatives.

5.9 CIVIC DUTY

5.9.1 Jury Duty

When employees are called for jury duty and have no choice as to whether or not they serve, it should be cleared through their supervisor. Employees selected for jury duty shall receive full salary less the amount they receive as a juror.

5.9.2 Witness in Court

Employees who are subpoenaed to testify in a legal proceeding shall receive full salary less the amount they receive from the court for the period they are absent from duty. Presentation of a certified statement from the Clerk of the Court indicating the amount of time spent in court is required.

5.9.3 Defendant in Court

Employees who are defendants in legal action in cases where the legal action is an outgrowth of or related to their assignment in the School District, shall receive full salary for the period they are absent from duty while in court action.

5.9.4 Funerals and Other Civic Functions

Personnel shall be allowed time for attendance at funerals and special civic programs as a speaker, chairperson, musician, etc., provided arrangements are made in advance with the supervisor. If the funeral is for the death of an immediate member of the family, the absence shall be covered under sick leave as provided in section 5.2.3(1).

5.10 MILITARY LEAVE

5.10.1 Employees who are members of the United States Army, Navy, Air Force Coast Guard or Marine Reserve shall be allowed military leave of absence not to exceed fifteen (15) working days per year to attend mandatory annual encampment or training in connection with the reserve training requirements.

5.10.2 During such military leave, the employee shall receive his/her regular pay less his/her military base pay.

5.10.3 Such leave of absence will be granted only on the basis of official military orders which must be filed with his/her immediate supervisor.

5.10.4 Such leave should, if possible, be taken during the employee's vacation or at a time which presents a minimum of disruption and interference to the District's educational and other programs.

6. RETIREMENT

Retirement Incentives | Social Security Bridge Payment | Sick Leave Conversion | Post-Retirement Health and Dental

6.1 Employees who qualify for retirement as defined by the Utah State Retirement System, will need to notify the superintendent's office in writing thirty (30) days prior to their date of retirement. They will also need to make an appointment with the Utah State Retirement Office three (3) months prior to their date of retirement. It will be the responsibility of the employee to notify the payroll department concerning 401 (a) or 403 (b) contributions, sick leave payments, insurance benefits, etc.

6.2 Employees reaching eligibility for retirement based on state guidelines shall receive a contribution to a qualified 401 (a) and/or 403 (b) plan equal to twenty-one and half percent (21.5%) of the value of accumulated sick leave and based upon their base salary for the preceding year.

6.3 Employees who plan to retire on June 30 in accordance with the policy on retirement will be given credit for vacation time which has been posted to their account.

6.4 RETIREMENT INCENTIVES

6.4.1 Employees who: 1) have ten (10) years of salary schedule service credit, including five (5) years of current service in the District; and 2) can meet the eligibility requirements for and will be receiving Utah State Retirement System benefits within ninety (90) calendar days following retirement, may apply on a nondiscriminatory basis for the following voluntary retirement benefits. Employees with at least five (5) but fewer than ten (10) years of salary service credit and meet the above criteria, may also apply for these benefits on a pro rata basis.

(1) Social Security Bridge Payments

(a) Social Security Bridge payments are intended to partially offset the reduction in Social Security benefits due to early retirement. Eligible retirees will receive a contribution of sixteen percent (16%) of their annual salary per year for three (3) consecutive years into a qualified 401 (a) and/or 403 (b) plan, or until they become eligible to receive unreduced social security benefits, whichever occurs first.

(b) Employees who meet the criteria in 6.4.1 and who have at least twenty-five (25) but fewer than thirty (30) years of salary service credit, may voluntarily authorize the District to purchase additional salary service credit for them in the Utah State Retirement System by applying some or all of their eligible early retirement incentive contributions on a one-time lump sum basis

under the following conditions:

- (i) Employees eligible for three (3) years of contributions shall be credited with a one-time lump sum contribution of forty-six percent (46%) of their annual salary to be applied toward the District's purchase of additional salary service credit. The District shall apply this contribution toward the purchase of additional salary service credit for the employees in the Utah State Retirement System
- (ii) Employees eligible for two (2) years of contributions shall be credited with a one-time lump sum contribution of thirty-one percent (31%) of their annual salary, to be applied toward the District's purchase of additional salary credit.
- (iii) Employees eligible for one (1) year of contribution shall be credited with a one-time lump sum contribution of sixteen percent (16%) of their annual salary, to be applied toward the District's purchase of additional salary service credit.
- (iv) The District shall not purchase additional salary service credit that, when combined with an employee's current years of salary service credit, would exceed thirty (30) years of total salary service credit.
- (v) Eligible employees shall notify the Payroll Department in writing of their request to receive a one-time lump contribution no later than the early retirement notification deadlines stipulated in 6.1.

(2) Sick Leave Conversion

Employees qualifying for regular state retirement benefits and eligible to accrue sick leave for the last twelve (12) months of their employment may elect to receive one (1) of the following:

- (a) An amount paid as a lump sum employer contribution to the employee's 401 (a) and/or 403 (b) account equal to twenty-one and a half percent (21.5%) of the value of the employee's accumulated sick leave.
- (b) A credit of twenty-one and a half percent (21.5%) of the same sick leave value to be applied toward the payment of health insurance premiums during retirement.
- (c) Employees who meet the criteria in 6.4.1 and who have at least twenty-five (25) but fewer than thirty (30) years of salary service credit, may voluntarily authorize the District to apply some of all of the sick leave payment above, toward the District's purchase of additional salary service credit for the employees in the Utah State Retirement System. The District shall not purchase additional salary service credit that, when combined with an employee's current years of salary service credit, would exceed thirty (30) years of total salary service credit. Eligible employees shall notify the Payroll Department in writing of such request no later than the early retirement notification deadlines stipulated in 6.1.
- (d) If the retiree dies, the amount remaining will be paid to the named beneficiary.

(3) Post-Retirement Health and Dental Insurance

Employees who retire under the incentive program may continue to be enrolled in group medical and dental programs until they become eligible for Medicare, or for the ten (10) consecutive years following retirement, whichever occurs first. This enrollment is contingent upon the retirees contributing the same premium as required of active employees for the first three (3) years and the full premium, as determined by the District Insurance Committee, for the following seven (7) years. Retirees electing the out-of-area plan pay thirty percent (30%) of the premium for the first three (3) years and the full premium, as determined by the District Insurance Committee, for the following seven (7) years. The premium is prorated according to the authorized hours of the employee's position at the time of retirement. Retirees must also submit the necessary insurance election form within thirty (30) days following retirement.

(4) Re-employed District Retirees

District retirees receiving the incentives provided in this section shall be subject to the following benefits and conditions if they are rehired by the District.

- (a) Social security bridge payments shall continue as outlined in 6.4.1(1).
- (b) Upon re-employment in an insurance eligible position, insurance benefits, including premium payments, shall be administered in the same manner as for other active employees.
- (c) Upon re-employment, any unused balance of sick leave credit applied toward the payment of health insurance premiums during retirement under 6.4.1(2)(b) shall be contributed to a qualified 401 (a) or 403 (b) plan for the employee.
- (d) Eligible re-employed retirees may utilize any unused participation time on the Davis School District Early Retirement Medical and Dental Plan (ERP) when they terminate District employment. This participation time includes the balance of the unused insurance benefit

extension (to a maximum total of ten (10) years) or until Medicare eligible, whichever occurs first. The Early Retirement Incentive Medical and Dental Plan, available for review in the Human Resources Department, includes the specific provisions governing retiree insurance benefits.

6.4.2 The following employees are not eligible for participation in the retirement incentive program:

- (1) Any employee who has received a written notice of termination.
- (2) Any employee who is retiring under the disability provisions of the Utah State Retirement Act.
- (3) Any Employee who previously has received retirement incentive benefits from the District.

6.4.3 An employee who qualifies for retirement as defined by the Utah State Retirement System, may apply for retirement and/or retirement incentives by submitting a completed "Application for Retirement and Waiver" form to the Payroll Department and a letter to the Human Resources Department thirty (30) days prior to the planned date of retirement. An employee may submit a written request to the Human Resources Department to rescind the retirement request during the thirty (30) days. Unless the District grants the request to rescind the retirement shall be considered final.

6.4.4 No verbal communications or letters of intent will be accepted as application for participation in the retirement incentive program. Without appropriate completion of the "Application for Retirement and Waiver" form, no employee shall qualify for nor receive any of the benefits provided through the program.

6.4.5 Benefits of this retirement incentive program provided by the District are independent of the Utah State Retirement System.

6.4.6 Benefits of this retirement incentive program are not intended to be combined or coordinated with the early retirement provisions outlined in Utah Code 67-19-14.

6.4.7 For purposes of determining the retirement incentive contribution, the number of years before the retiree becomes eligible to receive unreduced social security benefits as of the official last day of work shall be used. Annual leave days for which an employee receives pay following the last day worked shall not be considered in determining retirement benefits.

7. SALARY AND PAYROLL PROCEDURES

[Annuity Program](#) | [Requests for Additional Hours](#) | [Payroll Period](#) | [Salary Schedule](#) | [Specific Payroll Adjustments](#) | [Uniform, Tool, Training and Travel Allowances](#)

7.1 ANNUITY PROGRAM

7.1.1 Full-time and part-time employees of the District may make payroll deductions to District approved tax deferred programs.

7.1.2 The enrollment period is August 1st through May 20th for nine (9) month employees. Employees who work twelve (12) months may enroll and cancel by the 20th of any month during the year.

7.1.3 The deadline for establishing new annuities, changes, and cancellations is the 20th of the month.

7.2 REQUESTS FOR ADDITIONAL HOURS

An employee, or group of employees, who consistently need more time to complete their work, may request additional time or help through their supervisor. The supervisor may forward this request to the appropriate District administrator including specific information about why additional time or help is necessary, the length of time for which the adjustment is needed, and the budgetary impact of the request. The District shall respond to the request within thirty (30) calendar days.

7.3 PAYMENT FOR EXTRA SERVICES

7.3.1 Any payment made from individual school funds to personnel for services performed must be processed through the District payroll office. Payment for services beyond regular responsibilities must have prior approval of the superintendent.

7.3.2 Employment of any personnel for supplementary service should be approved by the superintendent.

7.3.3 Extra duty assignments are only available to part-time employees where the assignment of extra duty combined with their regular assignment does not total four (4) hours per day. Compensation for extra duty shall not be considered as "salary" or "wages" regardless of the fact that it shall be based on job description compensation classifications for duties performed. Extra duty assignments may be modified or changed at any time. Compensation for extra duty may be withdrawn at any time. Receipt of compensation for extra duty shall establish no right, expectation, or requirement that such assignment and compensation will continue in the future.

7.4 OVERTIME

7.4.1 Fair Labor Standards Act: It is the policy of the Davis School District to comply with the overtime provisions of the Fair Labor Standards Act (FLSA) of 1938, as amended. Each principal, department head, and supervisor is responsible for ensuring compliance with the act in his or her school, department, or office.

7.4.2 Definition: Any time worked in excess of forty (40) hours in any one work week will be considered overtime. A work week is defined as Sunday through Saturday. Only hours actually worked in a work week will be used in determining overtime. Vacation, sick leave, holidays, and other similar leaves will not be considered in calculating overtime. (See section 7.7 for specific payroll adjustments when employees are required to work on District recognized holidays and/or for emergency call out).

7.4.3 Assignment: All overtime worked must be specifically assigned by an employee's supervisor and approved in advance. (The only exceptions allowed are in bona fide emergency situations when overtime is unavoidable and supervisors cannot be contacted for approval.) It is the District's policy to discourage the use of overtime and to keep overtime to the barest minimum commensurate with the District's best interests. Supervisory personnel should organize their department workloads to minimize overtime.

7.4.4 Compensation:

(1) For nonexempt employees covered under the overtime provisions of the Fair Labor Standards Act, overtime will be compensated by allowing compensatory time off at the rate of time and one-half (for example, 1.50 hours of comp time for every overtime hour worked).

- (a) Employees will not be allowed to accrue more than 240 hours of compensatory time.
- (b) In exceptional circumstances when the working of substantial amounts of overtime cannot be avoided, the superintendent may approve payment for overtime at the rate of time and one-half the regular rate of pay.
- (c) Earned overtime shall not be lost if the employee transfers to a new position or location. Whenever possible, employees should arrange to use compensatory time before being transferred to another location. Upon termination the employee shall be compensated for any unused overtime.

(2) No overtime compensation will be granted to administrators and other supervisory and professional employees exempted from FLSA overtime coverage.

- (a) However, overtime for these exempt employees may be compensated by allowing straight (hour for hour) compensatory time off for the amount of overtime worked.
- (b) Any Exceptions must be approved by the superintendent's office.

(3) Scheduling. It is the responsibility of each principal, department head, or supervisor to schedule the use of compensatory time off for exempt employees, and such time off can only be taken with the prior approval of the appropriate supervisors.

(4) Reporting: Complete, accurate records of all overtime worked must be kept by each school and department. All overtime hours should be reported on payroll time sheets.

7.5 PAYROLL PERIOD

7.5.1 Payroll is made through direct deposit. The payroll period for full-time employees is from the first of the month to and including the last day of the month. The payroll period for part-time employees is from the day following the last paid day of the preceding month through the 20th of the current month or three (3) working days prior to the date payroll direct deposits are made, whichever occurs first.

7.5.2 The monthly payroll absence reporting period ends the 20th of the month or three (3) working days prior to the date payroll direct deposits are made, whichever occurs first.

7.5.3 Payroll direct deposit shall be made on the first day of the month unless the first day of the month is a weekend or District holiday. In that case, payroll direct deposit shall be made on the last banking day of the preceding month. The Only exception to this is the January 1 deposit, which shall be made the first working day of January.

7.6 SALARY SCHEDULE

7.6.1 Schedule Adjustments

(1) Negotiated salary increases for all classified employees shall become effective on July 1st of each contract year unless negotiations are not completed by that date. If negotiations are completed later than July 1st with an agreement to make a retroactive adjustment for salary increases, the adjustment shall be made for all classified employees.

(2) Employees who are being paid beyond the top of the lane classification for their position shall receive one-half the cost of living adjustment awarded other classified employees until their salary is within the lane's salary range.

(3) Salary schedules are in Addendum #1.

7.6.2. Placement of Employees

(1) New employees shall be placed on the first step of the appropriate salary schedule lane. However, the Superintendent may authorize a higher step in situations where:

- (a) fully qualified applicant cannot be recruited at the first step of the pay schedule;
- (b) the Superintendent determines that the District's best interests would be served by granting a higher step.

(2) Former District employees who are rehired in the same job category (e.g., custodian, secretary, bus driver) less than two (2) years after leaving the District shall be placed on a comparable salary step and lane to the one they were on before leaving. Employees who return after two (2) years shall be penalized one salary step on the appropriate lane for each year they were gone. Davis School District retirees rehired effective July 1, 2000, or later, in the same category will not be placed above step eleven (11).

(3) Individuals who are re-employed by the District without missing any contract work days between the last day of their previous position and their new position will be treated as reassignments, not rehires, for the purposes of salary schedule placement only. This does not apply to seasonal employees.

(4) Addendum #2 is a position classification listing identifying job titles and salary schedule lane placement.

7.6.3 Anniversary Date and Merit Step

(1) The anniversary date is the date an employee is eligible for merit step consideration. Employee anniversary dates are determined by the date of employment in a position. If employment in a position begins prior to the 15th of the month, the anniversary date is the 1st of that month. If employment in a position begins on or after the 15th, the anniversary date is the 1st of the following month. (Employees hired prior to July 1, 1983, were given an anniversary date of July 1.)

(2) The anniversary date of an employee shall be adjusted when:

- (a) an employee changes to a new job classification on a different salary schedule lane. (In this case, the anniversary date shall be adjusted according to the procedure above.) The anniversary date of an employee reclassified as a result of the "Job Review Procedure" will not be adjusted.
- (b) an employee's absence exceeds three consecutive months in any one contract year of service. (In this case, the anniversary date shall be adjusted on a month-for-month basis.)

(3) Merit step placement is not based on years of service.

(4) Employees are eligible to advance one merit step after working the equivalent of one consecutive contract year of service in a job classification except for Steps 12 to 15. Employees on Step 12 shall be eligible to move

to Step 15 after they have worked the equivalent of three (3) consecutive contract years on Step 12.

(5) Employees who voluntarily transfer at the same time as their anniversary date shall be eligible for a one-step merit increase consideration regardless of any salary adjustment resulting from their transfer.

7.6.4 Change in Position or Classification

(1) When employees are promoted to a position on a higher salary lane, they shall be placed on the lowest step that will result in a minimum five percent (5%) salary increase. If the promotion is effective within three (3) months prior to their anniversary date, their merit step shall be awarded prior to the change in anniversary date and promotional salary increase.

(2) When employees voluntarily return to a previously held position in the same job category as the supervisory position to which they were promoted, they shall be placed in the appropriate lane on the step they were on prior to the promotion plus one additional step for each merit step they received while in the supervisory position. When employees transfer to a lateral or lower position on the salary schedule, they shall be placed in the appropriate lane on the same step they were on prior to the transfer. If the change in position is effective within three (3) months prior to their anniversary date, their merit step shall be awarded prior to the change in anniversary date. This is not applicable to demotions.

(3) If an employee or the employee's supervisor determines that the job description does not adequately reflect the major responsibilities and duties actually assigned, the job description and the salary lane classification of the position may be reviewed through the "Job Review Procedure."

7.6.5 Job Review Procedure

(1) Step 1 - Job Review Form

Complete a "Job Review Form" indicating sufficient reasons and evidence for making the request. Include a copy of the original job description with a written explanation and description of any significant differences between the official job description and current duties and responsibilities.

(2) Step 2 - Supervisory Review

Review request with immediate supervisor. Supervisor's signature indicating acknowledgment of the duties and responsibilities is required before the form may be submitted for review.

(3) Step 3 - Submit Form to Human Resources Department

Submit the completed request to the Human Resources Department by March 1. The Department shall review proposed changes to assure the additional responsibilities are appropriate. If appropriate, the Human Resources Department will send the form to Step 4. If proposed changes are not appropriate, the Human Resources Department will return the form to the employee's supervisor.

(4) Step 4 - Screening Committee

The Screening Committee shall consider whether or not:

- (a) the format of the review form has been properly observed;
- (b) questions raised have been covered by prior actions of the committee;
- (c) further administrative steps should be taken before sending the request to the next step;
- (d) the request is significantly lacking in merit, whereby employees shall be informed their request has been denied;
- (e) the request should be sent to the designated job placement consultant for review and recommendation.

(5) Step 5 - Job Placement Consultant

The designated job placement consultant shall evaluate each request referred by the Review Committee. Evaluation may include conducting an on-site job audit, considering submitted information and conferring with employee's supervisor and administration. Where warranted, the job placement consultant shall rewrite the job description and/or make a recommendation to the Review Committee for proper lane placement.

(6) Step 6 - Review Committee

The Review Committee shall meet annually to consider the consultant's recommendations. This committee shall notify employees of the final decision regarding the Job Appeal Request. The committee shall consist of:

- (a) the Assistant Superintendent over classified personnel;
- (b) a representative from the Human Resources Department;
- (c) a classified employee representative;
- (d) the Classified Employees' Association President.

(7) When a job review results in a recommended lane change to a higher lane on the schedule, employees affected shall be moved to the new lane and placed on the step that gives them a salary increase closest to five percent (5%).

7.7 SPECIFIC PAYROLL ADJUSTMENTS

7.7.1 Transportation Employees

(1) Bus Drivers

Bus drivers shall be paid their regular rate of pay for all runs except field and activity trips for which they shall be paid on Table 9, Lane 8, Step 4. Drivers are required to take any requested in-district extra trip during the time frame of their established route and shall be paid a minimum of one hour call-out at regular pay if run extends beyond allotted time.

- (a) Summer runs and year-round bus runs driven on a regular basis shall be paid a minimum two (2) hour call out time in the a.m. and p.m.
- (b) Bus drivers hired on regular contract, if coming from the substitute list, shall move to Step 1 on the appropriate bus driver lane.

(2) Bus Assistants

Bus assistants shall be paid a minimum two (2) hour call out time for a.m. and p.m. runs and a minimum one (1) hour call out time for kindergarten or midday runs.

(3) Mechanics

Transportation Department Mechanics required to work on District recognized holidays and/or for emergency call out such as stranded buses or similar unplanned emergencies, shall be compensated for a two (2) hour minimum. Time worked under this provision shall be compensated at time and a half at the employees option of compensatory time or wages.

7.7.2 Nutrition Services

(1) Contracts of all Nutrition Service Managers and secondary Assistant Managers will be increased by one (1) day per year for use as a preparation day prior to the beginning of school.

(2) Part-time Nutrition Services employees shall be paid their regular rate of pay when they work regular or sub hours in their own kitchen.

7.7.3 Custodial Employees

(1) Custodial employees who are required by uncontrollable circumstances to work beyond their normal forty (40) hours per week for snow removal will be allowed the option of comp time or time and one-half pay for the time worked over 40 hours per week.

- (a) The principal shall be responsible to approve and monitor all hours worked over forty (40) hours per week.
- (b) Whenever possible, part-time employees shall be assigned snow removal responsibilities.

(2) Custodial employees required to work on District recognized holidays and/or for emergency call out such as pipe breakage, flooding, snow removal or similar unplanned emergencies, shall be compensated for a two (2) hour minimum. Time worked under this provision shall be compensated at time and a half at the employees option of compensatory time or wages.

(a) If schools are closed for unusually heavy snow by the Superintendent, the head custodian shall report to his/her school as soon as possible for snow removal and do as much as possible to assure that school can be held the next day. If problems arise, the principal and custodial coordinator shall be notified.

(3) Weekend and holiday building checks shall be scheduled as a portion of regularly authorized work hours. The time allowed for a building check is one half hour for an elementary school and one hour for a secondary school. Building checks may be assigned to full or part-time custodians. A travel reimbursement of fifteen dollars (\$15) per day shall be paid for each weekend or holiday building check.

7.7.4 Maintenance Employees

Maintenance employees required to work on District recognized holidays and/or for emergency call out such as pipe breakage, flooding, snow removal or similar unplanned emergencies, shall be compensated for a two (2) hour minimum. Time worked under this provision shall be compensated at time and a half at the employees option of compensatory time or wages.

7.7.5 Certification/Licensure Stipend

Employees who have earned a job related certificate and/or license may qualify for a stipend of three percent (3%) or five percent (5%).

(1) Criteria

- (a) "Certificate" or "license" must be specific to current job.
- (b) The certificate or license must be issued by a recognized state or national level trade or professional institution.
- (c) The certificate or license and the knowledge/skill outcomes from the certificate or license must be beyond job description requirements.
- (d) Requirements for certificate or license must be completed primarily on employees' own time.
- (e) The five percent (5%) stipend may be awarded for certificates or licenses that require the equivalency of 18 semester credit hours or 800 seat hours of instruction. Programs requiring less credit hours or seat hours of instruction may qualify for the three percent (3%) stipend.

(2) Application Process

- (a) Employees who meet the criteria may request certification/licensure stipends by completing and submitting an application to the Human Resources Department. The application includes a list of certificates/licenses for which a stipend has already been approved by the Classified Certification Committee.
- (b) Applications will be reviewed quarterly by the Classified Certification Committee. The committee will make a recommendation to the superintendent on certification/licensure stipend awards.
- (c) Application deadlines are the first working day of January, April, July and October. Application received after the first working day of each quarter will be reviewed the following quarter.

(3) Maintaining Certification/Licensure Stipend

- (a) Employees must submit documentation of renewal for expired certificate/license to the Classified Certification Committee. Failure to submit documentation at the time of expiration may result in loss of the certification/licensure stipend.
- (b) Stipends shall not continue when an employee changes to a position where the certificate/license is not job related.

7.8 UNIFORM, TOOL, TRAINING AND TRAVEL ALLOWANCES

7.8.1 Food service employees shall receive a uniform allowance as recommended annually by the School Food Service Uniform Committee. Committee recommendations shall stay within the established budget using the previous year's budget as a guideline. Manufacturer, styles and colors will be recommended by the uniform committee. Uniforms and shoes will be bid separately.

7.8.2 Mechanics will receive a seven hundred dollar (\$700) tool allowance annually.

7.8.3 The custodian in each building who is responsible for weekend and holiday building checks will be given fifteen dollars (\$15.00) per required check in consideration of travel to and from the building. This rate will be adjusted at the same percentage as the District mileage reimbursement rate.

(1) With prior notice, the District may eliminate building checks for designated buildings with electronic monitoring systems.

(2) Before building checks are eliminated, the District shall provide an opportunity for response from principals, head custodians, and custodial coordinators affected by the change.

7.8.4 The District shall provide uniforms for full-time maintenance, capital outlay, warehouse, van driver and custodial employees (this does not include employees in administrative and clerical positions). Each employee group, as designated above, shall form a committee of association officers and other members as designated by the District. Each committee shall recommend manufacturer, style, and other aspects of the uniform or special clothing needs. Clothing purchase recommendations, within the established budget, shall be made to the Department Budget Managers.

7.8.5 The rate of pay for Classified Employees who are required in writing by the District Administration to attend workshops or in-service training outside of the regular contract shall be paid their regular rate of pay per workshop hour. Mandatory workshop attendance outside contract time shall be paid at the regular hourly rate of the employee.

7.8.6 The District will pay the cost of obtaining the CDL driver's license and, once every two (2) years, the cost of the required physical for employees who are required to obtain the license.

7.8.7 District Required Travel

The following shall apply for reimbursement of automobile expenses for the District required travel:

(1) The standard rate of reimbursement per mile shall be established by the Board of Education.

(2) Employees who are assigned duties at more than one school on the same day shall be reimbursed travel from the first school to each subsequent school.

(3) Travel to required or assigned District meetings held on a continuing basis (more than four (4) times during the school year) shall be reimbursed annually.

8. PERSONNEL MANAGEMENT

[Vacancies](#) | [Transfers](#) | [Performance Assessment](#) | [Provisional Status](#) | [Orderly Termination Procedures](#) | [Reduction in Staff](#) | [Fair Hearing Procedure](#) | [Grievance Procedure](#) | [Review of Services](#) |

8.1 VACANCIES

8.1.1 During the school year, vacancies shall be posted in the Human Resources Department and placed in the District mail or on the electronic communication system for District personnel at least five (5) working days prior to advertising the vacancy to outside applicants. A vacancy exists when the District authorizes hiring for a position other than through administrative action (such as accommodation for disabilities, disciplinary reassignments, budgetary constraints, the placement of involuntary transfers, etc). The District may notify the association when a position is filled through administrative action.

(1) All vacancies will be posted except temporary or seasonal positions, positions requiring an average of fewer than twenty (20) work hours per week, and positions that have been approved for an increase in authorized hours.

(2) The vacancy lists will be posted on the bulletin board or in some other appropriate place in each school or department. When known, the District will list the location of the opening on the job listing.

8.1.2 In filling full-time vacancies, principals and department heads will give current District employees first consideration, when qualifications are deemed equal, over substitutes and outside applicants.

8.1.3 When a vacancy is filled, current District employees who applied for that position shall be notified of the District's decision within ten (10) working days.

8.1.4 Employees cannot hold more than one classified position unless authorized to do so by the Superintendent. Current employees who received District authorization prior to July 1, 1994, to hold more than one classified position shall not be affected by this provision.

8.2 TRANSFERS

8.2.1 Voluntary Transfers

(1) Classified employees within the District who desire a change in School District assignment, promotion, or hours worked may submit applications to the Human Resources Department for other desired positions as the are announced.

(2) In filling vacancies, consideration shall be given to qualified employees who have requested transfers and have submitted appropriate applications for such vacancies as may occur.

(a) These applications shall be maintained in the Human Resources Department for six (6) months from the application date.

(b) Letters of intent and/or letters of request for transfer from School Food Service employees shall be accepted in lieu of applications.

(3) If classified employees are not contacted by the District before July 1st of each year, they may assume that they will have the same position, location, and job they had the previous year.

8.2.2 Involuntary Transfers

(1) Involuntary transfers or reassignments shall be made only after a conference between the classified employee involved and the principal or supervisor involved. The classified employee shall be notified of the reasons for reassignment.

(2) In the event a reduction in staff is necessary because of decreasing student enrollment in the District, discontinuance or substantial reduction of a particular service, unanticipated shortages of revenue following budget adoption, or of school consolidation, career employees with satisfactory performance have the opportunity to be considered for involuntary transfer. The following criteria shall be applied in sequential order to determine which career employee is identified for involuntary transfer:

(a) Employees in the position being eliminated at the location.

(b) When a location must eliminate a position authorized for less than four (4) hours per day, the involuntary transfer designation shall be restricted to location employees in less than four (4) hour per day positions.

(c) Employees with the least overall seniority in the District in the job classification of the position being eliminated.

(3) The District shall attempt to place employees in positions with the same number of authorized hours as their last position. However, if an employee is offered a position with more hours and declines that assignment, the District's obligation to place the employee ends.

(4) The District shall not be obligated to continue to employ individuals designated for involuntary transfer if they reject interviewing opportunities or assignment offers in their job classification.

(5) The District shall not be obligated to place employees in a job classification different from the one where they are presently assigned. If an employee voluntarily accepts placement in a job classification different from the one where they are presently assigned, the District's obligation to place the employee ends.

(6) If no positions in the same job classification are available within four (4) months of the date the employee is identified as an involuntary transfer, the District's obligation to place the employee ends and reduction in force procedures are followed.

8.3 PERFORMANCE ASSESSMENT

8.3.1 The performance of full-time and part-time career and provisional employees working twenty (20) hour or more per week shall be assessed at least once annually. Performance evaluation forms will be provided by the District.

8.3.2 The intent and goal of the performance assessment system is to:

- (1) Promote employees' job satisfaction and morale by providing necessary feedback regarding their work performance;
- (2) Improve employee effectiveness;
- (3) Enhance communication between employees and supervisors concerning mutual expectations and needs;
- (4) Assess training needs and plan future training activities; and
- (5) Provide a basis for decisions regarding assignments, promotions, salary advancements, and other personnel actions.

8.3.3 Employees shall be given an opportunity to make written comments on the assessment form and shall receive a copy of the completed form. In addition, employees may respond in writing to their assessment and may have their responses included in their personnel files.

8.4 PROVISIONAL STATUS

8.4.1 All new employees shall be on provisional status until they work for the school District on at least a half-time basis for three (3) consecutive year.

8.4.2 The provisional status of an employee shall be utilized for the most effective adjustment of a new employee to his/her job and for the termination of any provisional employee whose performance does not meet required standards.

8.4.3 If it is determined at any time within this period that the provisional employee's performance has been unsatisfactory, the provisional employee's supervisor shall meet with the provisional employee to discuss the problem and to recommend solutions. The provisional employee shall be provided with an appropriate District employee performance assessment indicating areas of needed improvement.

8.4.4 If the provisional employee's services continue to be unsatisfactory, the notice requirements of the orderly termination procedures (Section 8.5.4) will be followed.

(1) The department must forward a copy of the notification to the personnel office. A provisional employee does not have the right of appeal or hearing except in the case of termination during the contract term.

8.4.5 A provisional employee may be promoted or reassigned to another position provided he/she meets the established minimum qualifications for the new job.

(1) If a provisional employee is promoted, a new provisional status period shall begin with the effective date of the promotion. The employee shall be considered provisional for twelve (12) months or for the balance of the period identified in Section 8.4.1., whichever period is greater.

(2) Career employees who are promoted shall serve in provisional status for a six (6) month period in their new positions.

(3) Provisional employees who have been dismissed from jobs for which they have been promoted shall be allowed to return to their previous positions when possible, or shall be reassigned to equivalent positions with similar responsibilities and pay as they become available. If no positions become available within four (4) months of the date the employee is dismissed, the District's obligation to place the employee ends. This provision does not apply to employees who have been dismissed for cause.

8.4.6 Nothing in this section shall preclude the dismissal of an employee for cause (Section 8.5.3(2)) during provisional status.

8.5 ORDERLY TERMINATION PROCEDURES

8.5.1 Purpose

(1) The Davis School District and the Davis Classified Employees' Association find that the establishment of standards and procedures which define and protect the rights of employees with respect to termination of employment under various circumstances, is in the best interests of employees and administrators. Nothing in this section precludes staff reduction under the provisions of Section 8.6.

(2) The Orderly Termination Procedures provided for herein shall not be applicable to provisional or temporary employees, except with respect to Termination of Contract for Cause. Temporary employees work at the will of the District and have no expectation nor right to continued employment.

8.5.2 Definitions

(1) "Contract term" or "term of employment" means the period of time during which an employee is engaged by the school district under a contract of employment, whether oral or written. Unless expressly identified otherwise, this period is from July 1, through June 30.

(2) "Dismissal" or "termination" means:

- (a) termination of the status of employment of an employee;
- (b) failure to renew the employment contract of a career employee;
- (c) reduction in salary of an employee not generally applied to all employees of the same category employed by the school district during the employee's contract term; or
- (d) change of assignment of an employee with an accompanying reduction in pay, unless the assignment change and salary reduction are agreed to in writing.

(3) The term "salary" and "pay" as used herein mean and include only the Base Salary. The terms "salary" and "pay" do not include compensation for extra duties, travel reimbursement, fringe benefits, or any other compensation or benefit not specifically included in the Base Salary.

(4) "Employee" means a person, other than the District superintendent or a temporary employee, who is a career or provisional employee of the Davis School District.

(5) "Provisional employee" means an individual other than a career employee or a temporary employee, who is in a provisional status (Section 8.4).

(6) "Career employee" means an employee, other than a provisional employee or a temporary employee, who has obtained a reasonable expectation of continued employment based upon an agreement with the employee or the employee's association, District practice, or policy.

(7) "Temporary employee" means an individual who is employed by the District on a temporary basis. Temporary employees include, but are not necessarily limited to, the following: substitute workers; seasonal employees; employees hired under contracts for one (1) year only or for less than one (1) year; employees whose positions are funded by grants for which funding is not approved beyond twelve (12) months and the program funded by the grant is not ongoing; employees whose positions are authorized for no more than twelve (12) months. A temporary employee does not have the right to the following procedures in the Classified Agreement: orderly termination; fair hearing; grievance.

8.5.3 Termination during the Contract Term or Contract Non-Renewal

(1) Unsatisfactory action or conduct - The District may elect to proceed with disciplinary action to warn the employee that his/her conduct places the employee in danger of termination during the contract term or contract non-renewal. The District may elect to exclude any or all of the following steps. No disciplinary action shall prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the disciplinary action.

- (a) Oral Reprimand - Oral Reprimand may be issued by the immediate supervisor.
- (b) Written Reprimand - When an action, conduct or deficiency occurs which would, in the opinion of the superintendent, subject a career employee to job loss, the situation shall be brought promptly to the attention of the career employee through dated, written notice (personal delivery or registered mail) of the fact, stating clearly his/her problem or problems and that his/her continued employment is in question.

(i) The school or departmental administrative and supervising staff will delineate undesirable traits, practices or deficiencies which, if uncorrected, would result in dismissal.

(ii) The notice shall outline procedures and available assistance to correct all such actions, conduct or deficiency; and the employee shall accept and put into practice those suggestions, instructions, or procedures outlined.

(iii) The career employee has the obligation to outline in writing his/her plan for improving his/her performance. Failure to submit this plan in a timely manner

shall subject the career employee to further disciplinary action, up to and including termination.

(iv) Requested corrections will be evaluated based upon reports made by the supervisors or administrators concerning and relating to the career employee's performance of his/her duties. Career employees charged with being inadequate or unsatisfactory in the performance of their duties and conduct will have an opportunity to discuss and counsel with their supervisor or administrator.

(v) A second notice of unsatisfactory performance and related assistance should be given at least ten (10) days prior to a notice of termination.

(c) Probation - The District may elect, but is not required to place the employee on probation for unsatisfactory action or conduct which could be grounds for termination during the contract term or contract non-renewal.

(i) The District is solely responsible for determining the length and terms of probation.

(ii) Probation shall not prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the probation.

(d) Suspension - The District may, at its discretion, elect to place the employee on suspension, with or without pay.

(i) Suspension may, among other reasons, be invoked by the District when further investigation is deemed necessary or desirable in order to make an informed decision concerning the employment of employee and/or when criminal charges may be relevant in determining the appropriate action with respect to the employee's continued employment.

(ii) The District shall be solely responsible for determining whether the suspension is to be with or without pay and for determining the duration of the suspension.

(iii) If the suspension is invoked in part for the purpose of awaiting the outcome of criminal charges pending against an employee, acceptance of suspension by an employee shall not in any way prejudice the right of the District to proceed with other action, including termination for cause, at a later date.

(iv) Furthermore, the fact that pending criminal charges against an employee may be resolved in favor of the employee shall not preclude the District from initiating termination for cause proceedings or other disciplinary action against the employee based all or in part upon the same facts which gave rise to the criminal charges.

(2) Termination of Contract for Cause

Sufficient grounds for dismissal from employment of an employee are considered to be:

- (a) Neglect of employment obligations;
- (b) Incompetence;
- (c) Insubordination;
- (d) Conviction of a felony in any state or federal court;
- (e) Conviction in state or federal court of any crime that demonstrates moral turpitude;
- (f) Conviction, pleading guilty or "no contest," or a plea in abeyance to a charge related to a crime of sexual abuse, child abuse, possession or distribution of illegal drugs, or public lewdness;
- (g) Conduct on school premises or with a student or students which violates any criminal law of the State of Utah or any federal criminal law;
- (h) Conduct which demonstrates serious moral turpitude;
- (i) Serious misconduct related to his/her job;
- (j) Testing positive for use of an illegal controlled substance provided the employee failed to report such use to the supervisor prior to being tested or prior to being notified of the test when such notice is given; or
- (k) Inordinate absenteeism and/or tardiness for which an employee has previously received at least a verbal and written warning.

8.5.4 Notice Requirements

(1) Contract non-renewal notification requirements

(a) Career Employee

(i) The District shall inform a career employee at least thirty (30) calendar days prior to issuing notice of intent not to renew or continue the employee's contract, that continued employment is in question and the reasons for anticipated non-renewal or discontinuance. The District shall then give the career employee an opportunity to correct the problem. The District may grant the career employee assistance to correct the deficiencies, including informal conferences and the services of personnel within the District.

(ii) If the District intends not to renew or continue the contract of employment of a career employee, the District shall give notice of that intention to the career employee at least thirty (30) calendar days before the end of the contract term. The written notice shall be served by personal delivery or by certified mail addressed to the career employee's last known address.

(iii) The notice shall show a date and contain a clear and concise statement that the career employee's contract will not be renewed or continued for the next term and the reasons for the non-renewal or discontinuance.

(b) Provisional Employee

(i) The District shall notify a provisional employee at least sixty (60) calendar days before the end of the provisional employee's contract if the employee will not be offered a contract for a subsequent term of employment.

(2) Termination during the contract term notification requirements

At any time during the term of employment, the District may terminate an employee upon giving written notice by personal delivery or certified mail to the last known address stating that employment shall terminate at a time fifteen (15) days or more from the date of notice, and stating the detailed reasons and evidence supporting such reasons.

8.5.5 In all suspensions or terminations pursuant to this section, the career employee shall be entitled to a hearing as provided in Section 8.7. The employee shall be paid for the full period of suspension if reinstated by the Board of Education. This does not apply where the suspension is of a limited duration invoked as disciplinary action rather than for purposes of investigation.

8.5.6 If a classified employee's performance still remains unsatisfactory notwithstanding such notification and assistance, written notice will be given stating that the employee will be dismissed.

8.6 REDUCTION IN STAFF

In the event a reduction in staff is necessary because of decreasing student enrollment in the District, discontinuance or substantial reduction of a particular service, unanticipated shortages of revenue following budget adoption, or of school consolidation, the following retention preference criteria shall apply:

8.6.1 Retention preference shall be given to all classified employees, as a whole, whose performance was satisfactory.

8.6.2 Retention preference shall thereafter be given on the basis of seniority.

8.6.3 A written notice shall be served to the classified employee by personal delivery or certified mail to the last known address.

8.7 FAIR HEARING PROCEDURE

8.7.1 A classified employee who is entitled to a hearing by the Superintendent of Schools or his/her designee shall file a written request for a hearing with the Superintendent not later than ten (10) working days after his/her receipt of notice of termination. Failure to file a timely request shall be deemed a waiver of hearing.

8.7.2 Upon receipt of a request for hearing, the superintendent or his/her designee shall schedule a pre-hearing conference to be held within twenty (20) working days, and notice of which shall be given to the classified employee.

8.7.3 If, after such pre-hearing conference, the appeal is not resolved to the satisfaction of the parties, the Superintendent or his/her designee shall schedule a hearing before the Board of Education for a date that is mutually acceptable to the parties but that shall not exceed forty (40) working days from the date upon which the pre-hearing conference was held. At least ten (10) working days written notice of the hearing date shall be

given the classified employee and his/her representative unless the employee and his/her representative waive such notice requirement.

8.7.4 The Board of Education may appoint a hearing examiner to ascertain whether there was compliance with these procedures for terminating employment, and to ascertain the reasonableness of the alleged basis for termination.

8.7.5 The classified employee may be represented at any such hearing by counsel, produce witnesses, hear testimony against him/her, cross-examine witnesses, and examine documentary evidence. At any such hearing, classified association representatives may be present and state the association position.

8.7.6 The written recommendation of the hearing examiner shall include findings of fact and shall be subject to the final decision of the Board of Education. Nothing herein shall be construed to limit the right of the District or the classified employee to appeal to an appropriate court of law.

8.7.7 The expense of securing a hearing examiner shall be borne equally by the District and the classified employee. The Superintendent or his/her representative and the employee or association shall mutually agree upon an impartial third party hearing examiner. If the parties deadlock and can't come to an agreement on a hearing examiner, the following process shall be used. The District representative and employee shall both submit four (4) names of their choice of hearing examiners. A coin shall be tossed and the winner shall have the first choice to eliminate one examiner's name from the list. The other party shall then cross a name off the list, and the two parties shall then alternate until the last name left shall be the third party impartial hearing examiner. The hearing examiner shall be notified of his/her selection by a joint letter from the District and the employee or association requesting that he/she set a date and time for the hearing. The designated hearing examiner shall immediately disclose any circumstance which could affect his/her impartiality, bias, financial or personal interest in the result of the hearing. If this occurs, at either party's request, the examiner shall be disqualified from hearing the case and the examiner who was last to be eliminated from the list shall be asked to hear the case.

8.8 GRIEVANCE PROCEDURE

8.8.1 Definition

A grievance shall mean a complaint by a classified employee in the Davis School District, or group of employees, that there may have been a violation, misinterpretation, or inequitable application of a provision in this agreement or in the policy manual of the Davis School District relating to the employee's terms and conditions of employment where an administrative appeals process is not set forth for that provision or policy.

8.8.2 Purpose

The purpose of the grievance procedure is to secure at the closest point of origin, equitable solutions to grievances.

8.8.3 General Provisions

(1) No employee shall suffer reprisals as a result of having presented a grievance or having been a party in interest in the grievance procedure.

(2) When any party finds good reason why the time requirements in this procedure cannot be met, a maximum extension of twenty (20) working days is allowed. The party which requires the extension shall notify the other parties indicating the reason thereof.

(3) All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the employee's District personnel file.

(4) Both parties agree to make available all non-privileged relevant information in their possession or control.

(5) No provision contained in this Grievance Procedure shall be deemed to constitute an arbitration agreement. Nothing herein shall be construed to limit the right of the District or the employee to appeal to an appropriate court of law.

(6) Once a final or acceptable determination is made on a grievance, the events or issues that initiated the

grievance may not be grieved again unless new significant information pertinent to the grievance is reported.

(7) Any grievant has the right to have counsel or any other representative of his/her choosing at all levels of the procedure. Use of a representative is not mandatory.

8.8.4 Procedure

(1) Step 1 - Informal Discussion

Should an employee believe that there is basis for a grievance, he/she shall discuss the grievance with his/her immediate supervisor with the objective of resolving the matter. To initiate the grievance process, the employee must inform the supervisor that the complaint is a grievance. The grievance shall be initiated no later than ninety (90) calendar days following knowledge of the event or action being grieved. Proceedings should be kept as informal and confidential as may be appropriate for determination.

(2) Step 2 - Written Grievance

- (a) If, after the required informal discussion with the supervisor a grievance still exists, the employee shall submit to the supervisor the grievance in a written statement explaining the grievance, identifying the provision or policy in question, and stating the remedy desired with the objective of resolving the matter. The written statement shall be submitted no later than ninety (90) calendar days following knowledge of the event or action being grieved, be identified as a grievance, be dated and signed by the grievant.
- (b) Within ten (10) working days, the supervisor shall meet with the grievant. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) working days of the meeting and shall furnish a dated copy thereof to the employee.
- (c) If the employee so directs, a copy of the disposition shall be sent to the Davis Classified Employees Association and the District Office.

(3) Step 3 - School Principal or Department Director

- (a) This step is not applicable if the grievance was heard in Step 2 by the Building Principal or Department Director. Otherwise, if the employee is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within ten (10) additional working days, the dated complaint shall be forwarded by the grievant, within ten (10) more working days, to the Building Principal or Department Director.
- (b) The Building Principal or Department Director shall meet with the employee within ten (10) working days of receipt of the written grievance. The Building Principal or Department Director shall render his/her written decision within ten (10) working days of the meeting.
- (c) If the employee so directs, a copy of this decision shall be sent to the Davis Classified Employees Association and the District Office.

(4) Step 4 - District Liaison Meeting

If the employee is not satisfied with the disposition of the grievance at the last applicable step, he/she may ask the Davis Classified Employees Association to submit the grievance at the District Liaison Meeting with the objective of resolving the matter. Submission to the Liaison Meeting is not mandatory.

(5) Step 5 - Superintendent

- (a) If the employee is not satisfied with the disposition of the grievance at the last applicable step, or if no decision has been rendered within ten (10) additional working days, the dated complaint shall be forwarded by the grievant within ten (10) more working days, to the Superintendent of Schools or his/her designee.
- (b) The Superintendent or designee shall render his/her written decision within ten (10) working days of receipt of the written grievance.

(6) Step 6 - Board of Education

- (a) If the employee is not satisfied with the decision rendered in Step 5, the employee and/or the Association may submit a written summary the grievance to the Board of Education within ten (10) working days following delivery of the decision by the superintendent or his/her designee. The employee may request or the Board may decide that the grievance be heard by a hearing examiner.
- (b) The Board may resolve the issue, conduct its own hearing or appoint an impartial third party hearing examiner. The Superintendent or his/her representative and the employee or association shall mutually agree

upon a hearing examiner who is a resident of the State of Utah.

(c) The hearing examiner shall ascertain whether there was compliance with provisions in this agreement or applicable policy and ascertain the reasonableness of the grievance and resolution requested. The written recommendation of the hearing examiner shall include findings of fact and shall be subject to the final decision of the Board of Education.

(d) The expense of the hearing examiner shall be borne equally by the District and the employee if the employee requested the grievance be heard by a hearing examiner. The expenses of the hearing examiner shall be borne by the District if the Board decides to have the grievance heard by a hearing examiner unless the examiner finds that the grievance is without merit. In that case, the expenses of the hearing examiner shall be borne equally by the District and the employee.

8.9 Review of Services

8.9.1 The Review of Services is a process for resolving concerns or conflict at the lowest possible level.

8.9.2 The initiator of the review shall first meet with the person on whom the review is being considered, or who is most closely related to the concern, with the objective of resolving the matter informally and making it clear that a formal review is being contemplated.

8.9.3 (1) If the concern or conflict cannot be resolved directly between the individuals most closely involved, the party initiating the review shall submit to the line supervisor a detailed written description of the unresolved issues (also known as a "Letter of Concern"). The description shall clearly state the specific reason for the review and shall specify the remedy requested. Unless the nature of the complaint or the circumstances requires confidentiality, copies of the written description of the unresolved issues will be provided to all parties involved at the previous step (Section 8.9.2).

(2) The supervisor shall then schedule and conduct a meeting with the parties directly involved in the review. During the meeting, the parties initiating and responding to the review shall be provided an opportunity to state their concerns and positions pertaining to the unresolved issues.

(3) After the meeting, the supervisor shall give a written decision on the review to all parties involved.

9. MISCELLANEOUS

District-Owned Equipment and Materials | Employees as Agents | Professional Obligations Relationship with Commercial Suppliers | Joint Staff School Committee (JSSC) | Code of Ethics | No Smoking on District Property | Guidelines for Eye Safety | District Extracurricular Passes | Association Use of Building and Delivery Systems | Training |

9.1 DISTRICT-OWNED EQUIPMENT AND MATERIAL

It should be clearly understood by all employees that personal use of District-owned material and/or equipment is a clear violation of District policy and of state law. All persons who have such material and equipment assigned to them in the normal course of their work for the District should be very careful that abuses do not occur.

9.2 EMPLOYEES AS AGENTS

It is illegal for an employee to act as an agent for a company to sell the company's product to the students or other employees of the school where the employee works unless approved by the superintendent or his/her designee.

9.3 PROFESSIONAL OBLIGATIONS

9.3.1 Employees are encouraged to avoid nonessential distractions of a personal or family nature during the work day. Non-emergency personal phone calls, interruptions by salesmen and commercial agents, or other similar disruptions during working hours should be avoided. Employees shall not bring their children to work unless authorized in advance by their principal or District department director.

9.3.2 It is expected that all District employees shall be responsible for helping to provide for student safety during emergencies and disasters as specified in the District Emergency Preparedness Plan. In the event of a major declared emergency or disaster, the Superintendent may issue a supplemental declaration providing that employees shall be designated as emergency/disaster service workers. All employees so designated shall

be responsible during the declared period to help provide for the safety and well being of students. The Superintendent shall designate the duration of the emergency/disaster period. Employees designated as emergency/disaster service workers shall serve in this capacity until released by the Superintendent or designee/s.

9.3.3 It is expected that employees shall adhere to the "Davis School District Employee Code of Ethics." Employees involved in any capacity in the education of young people must represent the highest standards and values of the community. The purpose of this code is to establish ethical standards for the conduct of all District employees. Following these standards will ensure the highest principles of behavior and uphold the trust vested in us by our community. As employees of the Davis School District, we assume the responsibility for representing the District in a manner characterized by trust, morality, and ethical principles. All employees shall:

- (1) Treat students, parents, fellow employees, and community members with dignity and respect, demonstrating fairness and sensitivity for ethnic, religious, and cultural heritage.
- (2) Promote a safe, nurturing, and positive school and work environment.
- (3) Establish and maintain open and positive communication with patrons and fellow employees.
- (4) Maintain confidentiality concerning students, families, and employees, and avoid spreading rumors.
- (5) Address problems and grievances in an appropriate manner, beginning with the person closest to the problem.
- (6) Demonstrate knowledge of and act in accordance with District policies and procedures, as well as legal and contractual standards, responsibilities, and obligations.
- (7) Support the District Plan for Fostering Educational Excellence.
- (8) Demonstrate a commitment to learning and professional growth.
- (9) Dress appropriately.
- (10) Model and promote appropriate language.
- (11) Use facilities and equipment in a manner that protects the resources and property of the District.
- (12) Protect District assets and financial resources by following accepted accounting practices and District policy.
- (13) Comply with the Utah Ethics Act and refrain from using one's position for personal gain.

9.4 JOINT STAFF SCHOOL COMMITTEE (JSSC)

9.4.1 The Joint Staff School Committee shall be established in each school from the licensed and classified staff of that school to provide for orderly and professional means of improving the educational programs, professional and public relations and the conditions within the school.

9.4.2 Minimum representation of the Joint Staff School Committee shall be: the principal and/or assistant principal(s), all duly elected or appointed faculty representatives of the Davis Education Association, additional members of the teaching staff as elected by the faculty, Quality Teaching Liaison, two classified employees (one a member of the Davis Classified Employees Association and the other at large).

- (1) Election of faculty members to the Joint Staff School Committee shall be conducted by the Association representatives.
- (2) The committee shall elect its own chairperson by secret ballot.
- (3) A representative from JSSC should serve as a member of the school Community Council to facilitate communications between the two groups.
- (4) Additional participation or representation on the committee will be determined by the committee as needs arise.

9.4.3 Any staff member may introduce any items of business or points of view for consideration by the committee.

- (1) Committee activities shall be reported to all members of the staff within five (5) working days after each meeting.
- (2) The committee shall meet monthly and more often as business dictates.

9.4.4 When appropriate or necessary, the JSSC may refer matters to the District Liaison Council.

9.4.5 The District Liaison Council and the Joint Staff School Committee on School Improvements are subject to the provisions of the Davis Classified Agreement.

9.5 RELATIONSHIP WITH COMMERCIAL SUPPLIERS

No school employee may accept payment or gratuity in any form from a commercial supplier in connection with the purchase of any school or related commodity.

9.6 NO SMOKING ON DISTRICT PROPERTY

Smoking in school buildings or in any public buildings owned by the School District is prohibited by law.

9.6.1 This regulation applies to students, teachers, maintenance personnel, administrators, visitors, personnel who rent school facilities, etc.

9.6.2 The law has as its basis the necessity to prevent fire and/or explosion and their attendant effect on personnel, equipment, and buildings.

9.6.3 In view of the fact that students are prohibited from smoking on or near school grounds, it is respectfully requested that all School District employees refrain from smoking on school grounds as well as in school buildings.

9.7 GUIDELINES FOR EYE SAFETY

Goggles or glasses will be worn by all personnel, including visitors, while in the shop area.

9.8 DISTRICT EXTRACURRICULAR PASSES

Classified employees of the Davis School District may purchase District extracurricular passes.

9.8.1 For a thirty dollar (\$30.00) fee, employees may purchase a yearly nontransferable pass.

9.8.2 The pass will allow the holder plus one to attend any eligible school activity without charge.

9.8.3 The fees collected will be divided equally among the seven (7) high schools.

9.8.4 The card or pass may be purchased at the District administration office.

9.9 ASSOCIATION USE OF BUILDING AND DELIVERY SYSTEMS

9.9.1 The Davis Classified Employee Association may use the buildings for association meetings and membership drives.

(1) These meetings shall be without cost and include the use of faculty rooms, classrooms, auditoriums, and multipurpose (cafeteria) rooms.

(2) These meetings should not interfere with the normal operation of the school where employees are working with students and should follow other District policies.

9.9.2 The right of the Association to use the District delivery systems, place notices, circulars, and other materials on other designated bulletin boards and in employee's mail boxes shall be the exclusive right of the Association.

(1) Authorized representatives of the Association will assume responsibility for the posting or distributing of materials for the Association.

(2) When appropriate, such materials shall be signed.

9.10 TRAINING

9.10.1 The District shall provide inservice classes and training for employees. Employees attending mandatory training shall be compensated for time spent in the training.

9.10.2 Full or part-time employees may apply for reimbursement of tuition and registration fees incurred in completing job related classes, seminars, workshops, and other professional improvement programs. A committee comprised of six members selected by the Superintendent or designee, three of whom shall be among those nominated by the Association, shall determine what requests to recommend to the Superintendent for reimbursement. Total reimbursement funding shall not exceed \$20,000 per calendar year.

Letter of Intent for the 2005-2006 School Year Between Davis School District and Davis Classified

Employees' Association

1. Once the Environmental Maintenance Services Process Improvement Team and District Administration agree on the Apprenticeship Program, it will be presented to the Classified Liaison Committee.
2. It is the intent of the District to make required modifications necessary to allow classified employees to work in multiple part-time positions.
3. It is the intent of the District to form a uniform committee including representatives nominated by the Davis Classified Employees Association. Representatives will include employees from each District department that provides a purchased uniform. The committee shall study what an appropriate level of uniform allotment for each department and/or division within a department would be given the job responsibilities of the employees in each group. The study shall include a determination of an appropriate level of shirts, pants, winter clothing if required, and shoes. Upon approval the District shall, as funding is available, ensure an appropriate funding level to support the recommended uniform allotment.
4. It is the intent of the District to create a task force, including representation from the District and the Association, to review the structure and guidelines of the Custodial Preferred Experience Ladder. Recommendations of the task force will be presented to the Classified Liaison Committee. Upon approval, the guidelines will be included in the next printing of the Classified Agreement.
5. If the District is required to revise retirement incentives during the contract year due to legislation, case law, or litigation, the revisions shall be developed through the District Administration/Davis Classified Association Liaison Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of **July 1, 2005**.

Marin Storey, President Davis Board of Education

Larry Phillips, President Davis Classified Employees' Association

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